



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Contract

Order Date: 09-05-2024

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0231 4448 OOT2500000002 1	Procurement Folder:	1459086
Document Name:	Mail Inserter Machine (OT25001)	Reason for Modification:	AWARD OF CRFQ OOT2500000001
Document Description:	Mail Inserter Machine (OT25001)		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000119903 RICOH USA INC 300 EAGLEVIEW BLVD EXTON PA 19341 US Vendor Contact Phone: 800-565-0283 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov 2025 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US

Total Order Amount: \$372,119.00

9-10-24 6C
Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <u>9/10/2024</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>9/12/2024</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>9-12-24</u> ELECTRONIC SIGNATURE ON FILE
---	--	---

Extended Description:

The Vendor, Ricoh USA., agrees to enter with the West Virginia Office of Technology (WVOT) into a contract for a high-speed production console mail inserting machine with high productivity cut sheet, maintenance and support per the specifications, terms and conditions, bid requirements, and the Vendor's submitted and accepted bid dated 06/13/2024, incorporated herein by reference and made apart hereof.

Renewal Years 2, 3, and 4 will be added in subsequent change orders per mutually agreed renewals between Vendor & Agency.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	44102100	1.00000	EA	332690.000000	\$332,690.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 4.1.1 - High-Speed Mail Inserting Machine

Extended Description:

4.1.1 - High-Speed Mail Inserting Machine

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	44102100	1.00000	EA	0.000000	\$0.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: 4.1.2 - Cut-Sheet Feeder

Extended Description:

4.1.2 - Cut-Sheet Feeder

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81112201	12.00000	MO	3285.750000	\$39,429.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: 4.1.4 - Maintenance and Support - YR1

Extended Description:

4.1.4 - Maintenance and Support - YR1

*Enter a monthly fee in the unit cost field and let the system automatically figure the yearly cost. For example, \$1.00 per month x 12 months = \$12.00 yearly cost.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
8	78121603	1.00000	EA	0.000000	\$0.00
Service From	Service To	Manufacturer	Model No		

Commodity Line Description: 4.1.5.6 - Shipping, Installation, and Training

Extended Description:

4.1.5.6 - Shipping, Installation and Training

Lump sum pricing. Enter total amount in the unit price field.

Please see section 4.1.5 of the specifications

	Document Phase	Document Description	Page 3
OOT2500000002	Draft	Mail Inserter Machine (OT25001)	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within 120 calendar days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☒ the contract may be renewed for Four (4) successive One (1) year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Stan Kirby - Production Print Specialist
(Address) 5013 Meredith Woods Rd Glen Allen VA 2306
(Phone Number) / (Fax Number) 804 380 0141
(email address) Stan.Kirby@Ricoh-USA.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Ricoh
(Company)

(Signature of Authorized Representative)

Chris Kersey
(Printed Name and Title of Authorized Representative) (Date)

757-285-8379
(Phone Number) (Fax Number)

Christopher.Kersey@Ricoh-USA.com
(Email Address)

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Office of Technology (WVOT) to establish a contract for the purchase of a high-speed production console mail inserting machine with high productivity cut-sheet input. The contract includes monthly maintenance and support.
2. **CURRENT ENVIRONMENT:** The WVOT currently owns and operates the following inserting equipment:
 1. One (1) BlueCrest FX14 console inserting system, installed in 2004, with continuous and cut-sheet input capability, 6 feeder stations, OMR and 2of5 interleaved barcode scanners, postage meter, and trim/vac collection capability. **WVOT is replacing this machine.**
 2. One (1) BlueCrest MSE 12F console inserting system, installed in 2012, with cut-sheet input capability, 3 feeder stations, 2of5 interleaved barcode scanner, Print+ Messenger, postage meter, filed based processing.
 3. One (1) BlueCrest MSE 14 console inserting system, installed in 2012, with continuous and cut-sheet capability, 6 feeder stations, OMR and 2of5 interleaved barcode scanners, postage meter, and trim/vac collection capability.

WVOT processes approximately 11 (eleven) million mail pieces per year through these 3 machines.

3. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 3.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 3.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 3.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 3.4 **“OMR”** means optical mark recognition.
 - 3.5 **“MSE”** means mailstream evolution.
 - 3.6 **“HPI”** means high productivity input.

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

3.7 “USPS” means United States Postal Service.

3.8 “IMI” means Intelligent Mail Indicia.

4. GENERAL REQUIREMENTS:

4.1 Contract Items and Mandatory Requirements: Contract Item must meet or exceed the mandatory requirements listed below.

4.1.1 Contract Item #1: High-Speed Production Console Mail Inserting Machine

- 4.1.1.1** Vendor must provide new equipment. Remanufactured or warranted-as-new equipment will not be accepted.
- 4.1.1.2** Vendor must provide a programmable, software-controlled, console inserting system.
- 4.1.1.3** Must be compatible with agency-owned Pitney Bowes Business Manager accounting software and Ricoh Process Director workflow software.
- 4.1.1.4** Must be capable of attaching a high productivity input cut-sheet feeder to process and fold cut-sheet input.
- 4.1.1.5** Must be able to provide the system data for billing, including operator ID, cost center, piece count, postage used, date, time, machine ID, rate class and special fee codes.
- 4.1.1.6** Must be able to provide formatted reports of jobs run.
- 4.1.1.7** Vendor must provide all necessary software and hardware required to operate the system. The following items will include but not limited to windows/operating software, server, monitor, printers, mouse, keyboard, scanner, document feeders, and document carts.
- 4.1.1.8** Must be fully automated for job set up and forms changeover.
- 4.1.1.9** Must be able to process both file-based and direct connect print jobs, and be configured to do so seamlessly.
- 4.1.1.10** Must include unlimited job storage for all current and future job requirements.
- 4.1.1.11** Must be capable of processing current jobs, including scan jobs with 2of5 interleaved barcode, and counted page sets. Scan jobs may be controlling number of pages per set and/or selective added inserts. Barcodes are located on the right margin.
- 4.1.1.12** Must have future ability to add 2D and 3D barcode scanning.
- 4.1.1.13** Must include a single postage meter capable of applying metered postage for 1 (one) and 2 (two) ounce letters, first class and standard mail with various ancillary endorsements, including permit mail indicia. Must have dual auto-cleaning

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

print-heads. Must alert operator when meter ink and postage is low.

- 4.1.1.14** Must be capable of accepting forms fed in Z-A and high to low sequence.
- 4.1.1.15** Must be capable of detecting a double feed, bad barcode, or missing page and diverting the entire set before the fold and/or before applying postage.
- 4.1.1.16** Must be capable of diverting mail pieces, after sealing but before postage is applied, for barcoded irregularities or mail pieces that exceed expected page count limits.
- 4.1.1.17** Must have a dual accumulator. Accumulator must be capable of handling 2 sets of collated documents simultaneously.
- 4.1.1.18** Must be able to process up to 10,000 cycles per hour of half fold documents, and 12,000 cycles per tri-fold documents.
- 4.1.1.19** Must have a duty cycle of a minimum of 1,000,000 envelopes per month.
- 4.1.1.20** Must be capable of user-modified chassis speed control and to auto-adjust to optimize job performance, based on pieces inserted per hour.
- 4.1.1.21** Must be capable of auto-adjusting speed (insertions/hour) based on thickness of inserted materials.
- 4.1.1.22** Must be capable of gradually increasing speed at start-up to minimize paper jams.
- 4.1.1.23** Must be capable of starting and stopping the system via remote control, as well as clearing deck, and single cycling documents.
- 4.1.1.24** Must have 6 modular servo-driven friction feeders with missed form and double detect features.
- 4.1.1.25** Must have an automatic stop/delay for jammed, mis-fed, or empty feeder stations with visible indicators.
- 4.1.1.26** Must have feeders that can be continuously loaded without stopping the machine.
- 4.1.1.27** Must be able to process and fold up to 7 (seven) tri-folded or up to 10 (ten) half-folded sheets of 20# paper.
- 4.1.1.28** Must be capable of switching between the tri-folded and half-folded pages mode by a single operator.
- 4.1.1.29** Must be able to process #10 windowed (tri-fold) and 6"x9.5" windowed outer envelopes.
- 4.1.1.30** Must have a minimum envelope feeder capacity of 2,000 #10 windowed (tri-folded) and 2,000 6"x9.5" windowed (half-folded) letter envelopes.
- 4.1.1.31** Must be capable of switching between the #10 windowed (tri-folded) and 6"x9.5" windowed (half-folded) envelopes mode by a single operator.

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

- 4.1.1.32 Must be able to process executive, side-seam and diagonal-seam outer envelopes.
- 4.1.1.33 Must be capable of detecting faulty envelopes and diverting them without operator intervention or machine stoppage.
- 4.1.1.34 Must have a Graphical User Interface (GUI) with on screen help and troubleshooting.
- 4.1.1.35 Must include a single postage meter.
- 4.1.2 **Contract Item #2: High Productivity Input Cut-Sheet Feeder**
 - 4.1.2.1 Vendor must provide new equipment. Remanufactured or warranted-as-new equipment will not be accepted.
 - 4.1.2.2 Sheet feeder must be configured for high speed production console mail inserting machine within this solicitation.
 - 4.1.2.3 Sheet feeder must be vacuum fed.
 - 4.1.2.4 Sheet feeder must be continuous loading.
 - 4.1.2.5 Sheet feeder must convey and separate cut-sheet material a minimum of 30,000 sheets per hour.
 - 4.1.2.6 Sheet feeder must have a page separator and double detector.
 - 4.1.2.7 Sheet feeder must be capable of bottom vacuum sheet feeding to accommodate Z-A or high to low sequence.
 - 4.1.2.8 Sheet feeder must have a minimum of 1500 sheet capacity.
- 4.1.3 **Contract Item #3: Postage Meter**
 - 4.1.3.1 Must be in compliance with all USPS requirements. Including IMI standards.
 - 4.1.3.2 Must be capable of applying metered permit, postage for 1 and 2 ounce letters, first class and standard mail, with various ancillary endorsements. Must alert the operator when meter ink is low.
 - 4.1.3.3 Must be compatible with Pitney Bowes Business Manager accounting software. Must be able to electronically provide the system data for billing, including operator ID, account number, piece count, postage used, date, time, machine ID, rate class and special fee codes.
 - 4.1.3.4 Must be able to refillable by phone and/or electronically from Pitney Bowes postage account.
 - 4.1.3.5 Must include maintenance and support including any necessary repairs, replace defective parts, perform preventative maintenance, install engineering changes and modifications (including hardware/software updates), and cover all supplies (except consumables) and/or parts required, shipping and handling, inclusive of all travel expenses.

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

- 4.1.3.6** Any costs such as maintenance, rental or leasing must be included in the bid.

4.1.4 Contract Item #4: Maintenance & Support

- 4.1.4.1** Maintenance service must be provided by either the manufacturer of the equipment or a representative trained and authorized by the manufacturer. If other than the manufacturer, the vendor must provide written proof of authorization from the manufacturer in response to this RFQ or upon request.
- 4.1.4.2** The vendor's maintenance program must make any necessary repairs, replace defective parts, perform preventative maintenance, install engineering changes and modifications (including hardware/software updates), and cover all supplies and/or parts required, shipping and handling, inclusive of all travel expenses.
- 4.1.4.3** The vendor must assume full responsibility for the delivery, warranty and maintenance of all equipment and support services provided under this contract.
- 4.1.4.4** Vendor must provide Monday – Friday 7am-7pm onsite service response.
- 4.1.4.5** The vendor must place a call-back to the customer site within 30 minutes after being notified of a problem, in order to provide an estimated time of arrival (ETA). The ETA at the customer's site must be within two (2) hours of the initial call.
- 4.1.4.6** Maintenance and support shall begin after the inserter is accepted and working and fully functional. The State will issue an official Change Order to memorialize and incorporate the maintenance dates into the contract.

4.1.5 Installation and Delivery

- 4.1.5.1** The vendor must deliver and install the console inserter at the agency's site:
Building 6, Room B148
1900 Kanawha Blvd E
Charleston WV 25305
- 4.1.5.2** Vendor must include on-site training for up to 5 employees. This will require 2 shifts: dayshift (7a-5p) and afternoon shift (11a-7p).
- 4.1.5.3** Vendor must provide an electronic copy of user manual and operating instructions.
- 4.1.5.4** Vendor should include in its bid, but must provide upon request, a schematic of the proposed equipment

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

showing the dimensions, arrangement and required access space surrounding the equipment. Schematic must also indicate requirements and placement of electrical circuits. Agency will supply and install all electrical circuits required.

4.1.5.5 Vendor must have a representative onsite within 15 business days of issuance of purchase order to meet with the agency to develop a schedule for delivery, installation, testing and training. Delivery and installation is expected to occur within 120 calendar days after the issuance of the purchase order.

4.1.5.6 Cost for shipping, installation, and training must be included in the bid price.

4.1.6 Should the Vendor include the cost of Contract Items 2 & 3 in the cost of Contract Item 1, it should note that clearly in the bid.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

5.2 Pricing Page: Vendor should complete the Pricing Page by providing unit cost on each item listed. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

6. PAYMENT:

6.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

7. DELIVERY AND RETURN:

7.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within number of specified calendar days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at the location stated above.

7.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

7.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

7.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

7.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

REQUEST FOR QUOTATION
High-Speed Production Console Mail Inserting Machine (OT25001)

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract.

8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Any other remedies available in law or equity.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Equipment

Proc Folder: 1459086

Doc Description: Addendum No 1 - Mail Inserter Machine (OT25001)

Reason for Modification:

Addendum No 1 is issued to
modify the bid opening date, and
to publish responses to questions.

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2024-07-16	2024-07-25 13:30	CRFQ 0231 OOT2500000001	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor questions with the Agency's response.
- 2) To modify the bid opening date from 7/18/24 to 7/25/24.

---no other changes---

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US		
WV			WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.1 - High-Speed Mail Inserting Machine	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44102100			

Extended Description:

4.1.1 - High-Speed Mail Inserting Machine

INVOICE TO			SHIP TO		
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON US			STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US		
WV			WV		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.2 - Cut-Sheet Feeder	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44102100			

Extended Description:

4.1.2 - Cut-Sheet Feeder

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.3 - Postage Meter	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
44102100			

Extended Description:
4.1.3 - Postage Meter

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.4 - Maintenance and Support - YR1	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:
4.1.4 - Maintenance and Support - YR1
*Enter a monthly fee in the unit cost field and let the system automatically figure the yearly cost. For example, \$1.00 per month x 12 months = \$12.00 yearly cost.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	4.1.4 - Maintenance and Support - YR2	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.1.4 - Maintenance and Support - YR2

*Enter a monthly fee in the unit cost field and let the system automatically figure the yearly cost. For example, \$1.00 per month x 12 months = \$12.00 yearly cost.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	4.1.4 - Maintenance and Support - YR3	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.1.4 - Maintenance and Support - YR3

*Enter a monthly fee in the unit cost field and let the system automatically figure the yearly cost. For example, \$1.00 per month x 12 months = \$12.00 yearly cost.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY		STATE OF WEST VIRGINIA	
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR		JOBSITE - SEE SPECIFICATIONS	
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	4.1.4 - Maintenance and Support - YR4	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
81112201			

Extended Description:

4.1.4 - Maintenance and Support - YR4

*Enter a monthly fee in the unit cost field and let the system automatically figure the yearly cost. For example, \$1.00 per month x 12 months = \$12.00 yearly cost.

INVOICE TO		SHIP TO	
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY		STATE OF WEST VIRGINIA	
1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR		JOBSITE - SEE SPECIFICATIONS	
CHARLESTON	WV	No City	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
9	4.1.5.6 - Shipping, Installation, and Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
78121603			

Extended Description:

4.1.5.6 - Shipping, Installation and Training

Lump sum pricing. Enter total amount in the unit price field.

Please see section 4.1.5 of the specifications

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2024-07-12

SOLICITATION NUMBER: CRFQ OOT2500000001
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

- 1) To publish vendor's questions with their responses.
 - 2) To modify the bid opening date from 7/18/24 to 7/25/24.
- no other changes--

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ OOT2500000001
MAIL INSERTER MACHINE (OT25001)
Vendor Questions

Q.1 MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

Statement: Your "Mandatory Terms" state that Failure to comply with a mandatory term in the Solicitation will result in bid disqualification. Unfortunately, the bid specs are set for only one specific vendor's machine so we want to make sure that we can bid this without being disqualified? They not only specify your specific needs, but also what type of hardware needs to do it. We have demonstrated that Quadient can meet & exceed your needs, but we do it differently due to different technologies...

A.1 This is not a question; however, answers to questions have been provided.

Q.2 4.1.1.17 Must have a dual accumulator. Accumulator must be capable of handling 2 sets of collated documents simultaneously.

Question: Will you accept a high speed single channel accumulator? This has been demonstrated to the

State of WV and handles your applications acceptably. Quadient does not offer a dual channel accumulator so this bid spec will eliminate us from bidding.

A.2 Yes.

CRFQ OOT2500000001
MAIL INSERTER MACHINE (OT25001)

Vendor Questions

Q.3 4.1.1.3 Must be compatible with agency-owned Pitney Bowes Business Manager accounting software and Ricoh Process Director workflow software.

Question: The only production inserter postage meter compatible with Pitney Bowes Business Manager is the Pitney Bowes Infinity postage meter. Quadient cannot sell Pitney Bowes postage meters but can provide a postage meter interface for one. Will you accept a bid that includes an interface for such a meter that would connect to your current systems? Otherwise, we cannot bid.

A.3 Yes – a Vendor must include the cost of said interface in its bid.

Q.4 4.1.1.13 Must include a single postage meter capable of applying metered postage for 1 (one) and 2 (two) ounce letters, first class and standard mail with various ancillary endorsements, including permit mail indicia. Must have dual auto-cleaning print-heads. Must alert operator when meter ink and postage is low.

Question: Postal Automation Letter postage rates have a flat rate up to 3.5 ounces so the same postage rate is applied regardless of the weight (up to 3.5 ounces). Do you need the postage meter to change the rate or are the postage rates static throughout the job? The rate should be the same unless you are not presorting your mail (which is highly unlikely). We can make the rate change with other manufacturer meters that we offer but it is typically not required. We can offer an interface for a Pitney Meter for mail accounting (point 4.1.1.3 above), but Pitney Bowes will not share protocols for us to change their meter rate with our inserter.

A.4 State does not currently process anything above 3.5 ounces.

CRFQ OOT2500000001
MAIL INSERTER MACHINE (OT25001)
Vendor Questions

Q.5 4.1.1.14 Must be capable of accepting forms fed in Z-A and high to low sequence.

Question: Can we get barcode definitions and a sample PDF file to understand your barcode logic?

A.5 2 of 5 interleaved. Sample is attached.

Q.6 4.1.2.3 Sheet feeder must be vacuum fed.

Question: This is older technology that Quadient does not use. Assuming that we can effectively feed

paper (which we can), is there any reason why it has to be vacuum fed? Otherwise, you are blocking us

from bidding with much better technology.

A.6 The published specifications are the minimum requirements. Any proposal that exceeds the requirements will be accepted.

Q.7 4.1.2.7 Sheet feeder must be capable of bottom vacuum sheet feeding to accommodate Z-A or high to low sequence.

Question: We do not bottom feed and have never run into a situation that requires it. With our technology, bottom feeding is not required. Can you provide samples sets that would require

CRFQ OOT2500000001
MAIL INSERTER MACHINE (OT25001)
Vendor Questions

bottom feeding or remove this spec? Otherwise, we cannot bid because we don't specifically bottom feed.

A.7 See Response 6.

Q.8 4.1.3.5 Must include maintenance and support including any necessary repairs, replace defective parts, perform preventative maintenance, install engineering changes and modifications (including hardware/software updates), and cover all supplies (except consumables) and/or parts required, shipping and handling, inclusive of all travel expenses.

Question: This is in reference to the Pitney Bowes Infinity postage meter which is required to answer this bid. Since Quadient does not sell the PB Infinity meter, we cannot service it. Service on the postage meter would have to be done through Pitney Bowes. Can we still bid with the understanding that the service on the postage meter will be separate? Otherwise, you've locked yourself into one vendor.

A.8 Vendor is required to supply the required maintenance and support on its proposed equipment.

Q.9 Question: Due date – would you all consider changing the due date to 7/31/24 due to the complexity of the questions above?

The opening date will be extended by one week.

SAMPLES

WV State Department Print Batch Coversheet

BatchType: SIMPLEX STANDARD
Date/Time: 01-Aug-2022
Department: WV State Tax Department
PAS NO: 950AB
User ID: GENTAX
Primary Contact: Mary Lipscomb 304-558-0777
Secondary Contact: Mendi E. Melton 304-558-0777

Duplex: NO **Certified:** NO **Return Envelope:** NO

Hopper 4: TD-37

Hopper 5: TD-40

Hopper 6:

Hopper 7:

Hopper 8:

Hopper 9:

Special Instructions:

None.



STATE OF WEST VIRGINIA
State Tax Department, Revenue Division
P. O. Box 11895
Charleston, WV 25339-1895



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L0575132960
Issued: 08/01/2022



Dear mrs tester,

Your application to make tax payments by Electronic Funds Transfer via ACH Credit has been received and tentatively approved for the taxes listed on the back of this letter.

Before final approval of your application is granted, it is requested that you send a prenote of the NACHA CCD+ format with a properly formatted TXP Addenda. This is a zero dollar or one cent transfer that will allow us to determine if your transfers are formatted properly. Please contact the Revenue Division at (304) 558-8692 the day the prenote is to settle to confirm that it was properly received.

Use the following banking information when transmitting funds to the State of West Virginia:

Bank Transit/Routing number: 051904634
West Virginia State Treasurer
Bank Account Number: 07020001
Bank Account Title: State of West Virginia

Details of the TXP Addenda record layout and other pertinent information can be found in the WV-EFT4 Program Guide on our website by going to www.tax.wv.gov and clicking on the "Make a Payment" tab.

Approval of the ACH Credit is for payment only. In order to file returns online, you must register separately at www.mytaxes.wvtax.gov.

All Correspondence related to EFT's must be sent to WV State Tax Department, RD-EFT, PO Box 11895, Charleston, WV 25339-1895. If you file your return online, you do not need to send a paper form.

If you have any questions, please contact the Revenue Division at (304) 558-8692.

Sincerely,
West Virginia State Tax Department

Letter Id: L0575132960

00000102020000



04201 - Combined Sales & Use Tax

WVS



STATE OF WEST VIRGINIA
State Tax Department, Revenue Division, EFT
P. O. Box 11895
Charleston, WV 25339-1895



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L1607914784
Issued: 08/01/2022

00000201010000



REQUEST OF WAIVER TO FILE AND PAY ELECTRONICALLY

Dear boogie,

The West Virginia State Tax Department has reviewed your request for a waiver from the Mandatory Electronic Payment/Filing requirements for calendar year 2021.

It is not the intention of the West Virginia State Tax Department to place undue hardship on any taxpayer. Therefore, your waiver request has been approved based on the statement that this requirement would put a burden on your company.

This waiver applies only to the Electronic Payment/Filing requirements for the calendar year 2021. Your account will be reviewed again next year. If you should meet the criteria again, you will be notified. If you wish to obtain a waiver from future mandatory electronic requirements, you must submit a new request at that time.

For more information regarding this requirement and Electronic Services, please visit www.tax.wv.gov.

Should you have further questions regarding this determination, please contact the EFT Unit at (304) 558-8692.



STATE OF WEST VIRGINIA
State Tax Department, Information Technology Div
1001 Lee Street, East Revenue Center - Mezzanine
Charleston, WV 25301



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L1071043872
Issued: 08/01/2022



RE: Capital Stock Change

To Whom It May Concern:

The West Virginia State Tax Department has received your Corporation License Tax return. You have attempted to change the capital stock of the corporation on the return. All changes to the corporation charter must be made with the Secretary of State's Office. To make this change, contact the Secretary of State's Office online at www.wvsos.org or by calling (304) 558-8000.



STATE OF WEST VIRGINIA
State Tax Department, Information Technology Div
1001 Lee Street, East Revenue Center - Mezzanine
Charleston, WV 25301



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L0272028960
Issued: 08/01/2022

00000401010000



Re: West Virginia Withholding Tax

To Whom It May Concern:

No record can be found of your company withholding and paying West Virginia State Income Tax. Under the West Virginia Personal Income Tax Act, any employer doing business within the State of West Virginia must withhold West Virginia income tax from wages paid to employees.

Within twenty (20) days from the date of this letter, you must either file the Employer's Return of West Virginia Income Tax Withheld (WV/IT-101) and pay all taxes owed to the State Tax Department or provide this office a written explanation with the reason the withholding tax returns have not been filed.

Should you need further assistance concerning this matter, please contact Mendi Melton at (304) 741-8900.



STATE OF WEST VIRGINIA
State Tax Department, Revenue Division
P. O. Box 11895
Charleston, WV 25339-1895



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L0802608416
Issued: 08/01/2022

00000502010000



Dear test man,

Your application to make tax payments by Electronic Funds Transfer via ACH Credit has been received and tentatively approved for the taxes listed on the back of this letter.

Before final approval of your application is granted, it is requested that you send a prenote of the NACHA CCD+ format with a properly formatted TXP Addenda. This is a zero dollar or one cent transfer that will allow us to determine if your transfers are formatted properly. Please contact the Revenue Division at (304) 558-8692 the day the prenote is to settle to confirm that it was properly received.

Use the following banking information when transmitting funds to the State of West Virginia:

Bank Transit/Routing number: 051904634
West Virginia State Treasurer
Bank Account Number: 07020001
Bank Account Title: State of West Virginia

Details of the TXP Addenda record layout and other pertinent information can be found in the WV-EFT4 Program Guide on our website by going to www.tax.wv.gov and clicking on the "Make a Payment" tab.

Approval of the ACH Credit is for payment only. In order to file returns online, you must register separately at www.mytaxes.wvtax.gov.

All Correspondence related to EFT's must be sent to WV State Tax Department, RD-EFT, PO Box 11895, Charleston, WV 25339-1895. If you file your return online, you do not need to send a paper form.

If you have any questions, please contact the Revenue Division at (304) 558-8692.

Sincerely,
West Virginia State Tax Department



06327 - Beer Barrel Tax

WVS



STATE OF WEST VIRGINIA
State Tax Department, Information Technology Div
1001 Lee Street, East Revenue Center - Mezzanine
Charleston, WV 25301



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L0534172960
Issued: 08/01/2022

00000601010000



RE: Name/ID Verification

To Whom It May Concern:

Based upon a recent review of our records, it has been identified that verification of Federal Employer Identification Number and name is necessary to ensure the accuracy of our records. Please submit documentation to verify your correct FEIN and name to:

West Virginia State Tax Department
Business Registration Unit
P.O. Box 2666
Charleston, WV 25330
<https://mytaxes.wvtax.gov>

Should you need further assistance concerning this matter, please contact Mendi Melton at (304) 741-8900.



STATE OF WEST VIRGINIA
State Tax Department, Information Technology Div
1001 Lee Street, East Revenue Center - Mezzanine
Charleston, WV 25301



Matthew R. Irby, State Tax Commissioner

TEST
NONE GIVEN
NONE GIVEN WV 00000

Letter Id: L1339479328
Issued: 08/01/2022

00000701010000



Re: Change of Business Ownership

To Whom It May Concern:

According to West Virginia State Tax Department records, the above-named business recently changed ownership from a(n) Corporation to a(n) Partnership. A change in ownership constitutes a new business entity under the Business Registration Act (W. Va. Code § 11-12). You must complete a new Application for Business Registration Certificate (WV-BUS/APP) and pay the applicable registration tax.

Register your new business online by accessing Business for West Virginia at www.business4.wv.gov. The application may be also obtained online at www.tax.wv.gov or by calling (304) 344-2068 or toll free (800) 422-2075.

If your business was previously registered or has changed its ownership to a corporation, LLC or LLP, you must file appropriate forms with the Secretary of State's Office before filing a new Application for Business Registration Certificate. Information on the forms needed to register, dissolve or withdraw a corporation, LLC or LLP in West Virginia can be found on the Secretary of State's website www.wvsos.org.

Should you need further assistance concerning this matter, please contact Mendi Melton at (304) 741-8900.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 00T25*001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

RICOH

Company

Chris Remy

Authorized Signature

9/9/24

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012